

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Russell C. Muniz, CMC, Town Clerk (954) 797-1023

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AND FILE A DECLARATION OF RESTRICTIVE COVENANTS FOR THE VIELE HOUSE LOCATED AT THE OLD DAVIE SCHOOL SITE, PROVIDING FOR RECORDATION OF THE RESTRICTIVE COVENANTS, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Viele House was built in 1912 and was acquired by the Town in 2002 to be moved to the Old Davie School site and be restored so as to serve as a representation of homes of the era. A Florida Department of State, Division of Historical Resources grant was acquired in 2002 to help pay for the relocation and rehabilitation of the Viele House

As required by the terms and conditions of the grant program, a "Declaration of Restrictive Covenants" is required to be executed and filed in the Public Records of Broward County.

PREVIOUS ACTIONS: R-2002-321 which authorized the application, acceptance, and execution of a historic preservation grant for this home was approved on 12/4/02.

CONCURRENCES: None

FISCAL IMPACT:

Has request been budgeted? N/A

If yes, expected cost:

If no, amount needed: N/A

What account will funds be appropriated from:

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, Exhibit A -Declaration of Restrictive Covenants, Exhibit B- Aerial Site Layout

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AND FILE A DECLARATION OF RESTRICTIVE COVENANTS FOR THE VIELE HOUSE LOCATED AT THE OLD DAVIE SCHOOL SITE, PROVIDING FOR RECORDATION OF THE RESTRICTIVE COVENANTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Viele House was acquired by the Town of Davie in 2002 and subsequently relocated to the Old Davie School Site; and

WHEREAS, this property, as described in Exhibit B, was acquired through the utilization of a Florida Department of State, Division of Historical Resources grant; and

WHEREAS, the Town of Davie desires to restrict use of this site in accordance with the terms and conditions of the grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town of Davie does hereby authorize the Mayor to execute the updated Declaration of Restrictive Covenants for the Viele House project, Grant No. SC647, attached as "Exhibit A."

Section 2. The Town Clerk is hereby directed to file the executed document in the public records of Broward County.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2005.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2005.

RESTRICTIVE COVENANTS

THESE COVENANTS are entered into this 21st day of September, 2005 by, Town of Davie, hereinafter referred to as the Owner, and **Davie School Foundation, Inc.** hereinafter referred to as the Grant Recipient, and shall be effective for a period of ten years from the date of recordation by the Clerk of the Circuit Court of **Broward County**, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **6650 Griffin Road, Davie, Broward County, Florida**, as described in **Exhibit B**, attached to and made a part of hereof and

WHEREAS, the Grant Recipient is to receive State Historic Preservation Grant assistance funds administered by the State of Florida, Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of **\$235,500.00**, to be used for the restoration and preservation of the property of the Owner as described in Exhibit A, and

WHEREAS, said State funds have been or will be expended for the purpose of preserving the historic qualities of the property or contributing to the historic character of the district in which the property is located,

Now THEREFORE, as part of the consideration for the State grant, the Owner and the Grant Recipient hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for a period stated in the preamble above:

1. The Owner and the Grant Recipient agree to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation.
2. The Owner and the Grant Recipient agree that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The Owner and the Grant Recipient agree that every effort will be made to design any modifications to the Property in a manner consistent with the Secretary of the Interior's Standards for Rehabilitation.
4. The Owner and the Grant Recipient agree that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

5. The Owner and the Grant Recipient agree that these restrictions shall encumber the property for a period of ten years from the date of recordation, and that if the restrictions are violated within the ten year period, the Department shall be entitled to liquidated damages pursuant to the following schedule:

a. If the violation occurs within the first five years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount.

b. If the violation occurs after the first five years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five. For instance, if the violation occurs after the sixth anniversary of the effective date of these covenants, but prior to the seventh anniversary, the Department shall be entitled to return of 80% of the original grant amount.

6. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **Broward County**, Florida, and shall pay any and all expenses associated with their filing and recording.

7. The Owner and Grant Recipient agree that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

WITNESSES:

Witness Signature

Owner

Witness Name Typed/Printed

Owner's Address

Witness Signature

City

State

Zip

Witness Name Typed/Printed

The State of Florida

County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that _____

(Name)

personally appeared as _____ for _____

(Officer)

(Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 200__.

Notary Public in and for

The State of _____

My commission expires: _____

[Signature]
Witness Signature

Kelly Marie Livorno
Witness Name Typed/Printed

[Signature]
Witness Signature

DIANNE KUNKEL
Witness Name Typed/Printed

Gonzalo A. Reitsma PRES.
DAVIE SCHOOL FOUNDATION
GRANT RECIPIENT

16650 GRIFFIN Rd.
Grant Recipient's Address

DAVIE, FLORIDA 33314
City State Zip

The State of Florida
County of BROWARD

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that RONALD A. REITSMAN personally
(Name)

appeared as PRESIDENT for DAVIE SCHOOL FOUNDATION, INC.
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

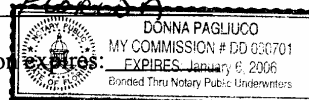
Type of Identification Produced Drivers License

Executed and sealed by me at Broward City, Florida on Aug 11, 2005

[Signature]
Notary Public in and for

The State of Florida

My commission expires



[SEAL]

This instrument was prepared under the supervision of Frank R. Stockton, Attorney, Florida Department of State, Division of Historical Resources, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

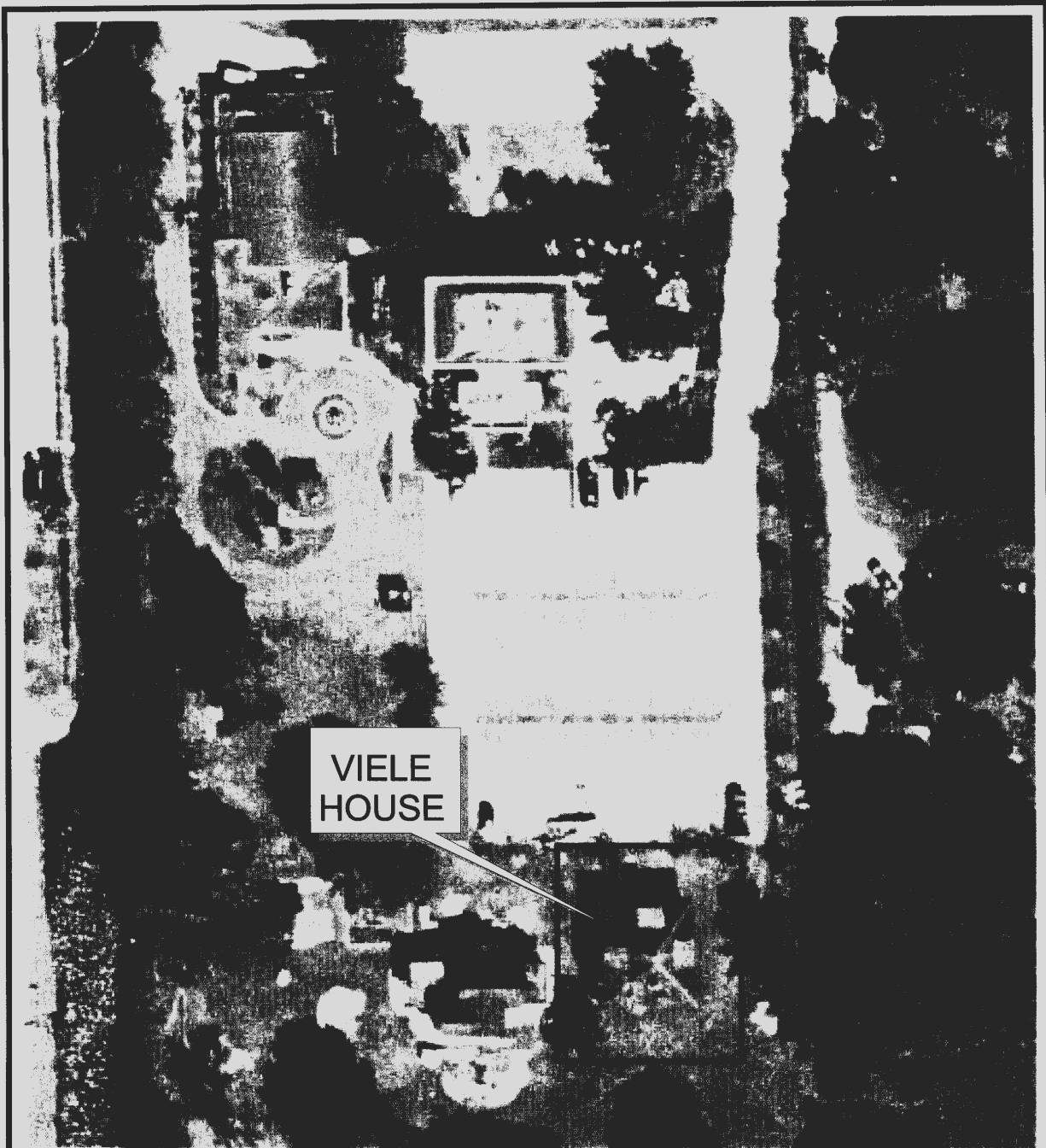
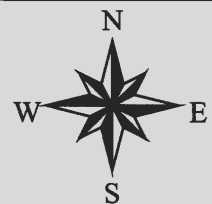


EXHIBIT B





FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State
DIVISION OF HISTORICAL RESOURCES

July 1, 2005

Ms. Constance Savory
Davie School Foundation, Inc.
6650 Griffin Road
Davie, Florida 33314

RE: *Viele House* Project - Grant No. **SC647**

Dear Ms. Savory:

The following items relating to the above referenced project are forwarded for your immediate action and future reference. For all future correspondence please refer to the grant number stated above. Also, for auditing purposes, the Department of State FEID number is 59-60001874. Our CSFA number is 45.032.

1. **Grant Award Agreement (GAA) (2 copies) and Addendum (1 copy)** Please review the Grant Award Agreement and Addendum carefully to avoid any misunderstandings of the limitations, conditions and requirements of the grant. Then:
 - a. Have both copies of the Grant Award Agreement and Addendum signed by the person duly authorized to act for the grantee organization;
 - b. Return both original copies of the Grant Award Agreement and Addendum to this office for final execution. We will date both copies and return one fully executed copy of the Grant Award Agreement to you for retention in your project files.
2. **Requests for Payment (4 copies)** Please have the authorized person sign all of the Requests for Payment and return all of them with the partially executed Grant Award Agreement and Addendum.
3. **Restrictive Covenants (1 copy)** Please complete the Restrictive Covenants form and have it recorded by the Clerk of the Circuit Court in the County indicated. Please be sure to attach a copy of the property's legal description as **Exhibit A**. A complete copy of the fully executed Restrictive Covenants, clearly showing that it has been recorded by the Clerk of the Circuit Court in the appropriate county, must be returned to our office. We will be unable to request your first installment of grant funds until we have received a fully executed and duly recorded copy of this instrument.

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

☐ Director's Office
(850) 245-6300 • FAX: 245-6435

☐ Archaeological Research
(850) 245-6444 • FAX: 245-6436

☐ Historic Preservation
(850) 245-6333 • FAX: 245-6437

☐ Historical Museums
(850) 245-6400 • FAX: 245-6433

☐ Palm Beach Regional Office
(561) 279-1475 • FAX: 279-1476

☐ St. Augustine Regional Office
(904) 825-5045 • FAX: 825-5044

☐ Tampa Regional Office
(813) 272-3843 • FAX: 272-2340

Ms. Savory
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4. **Project Progress and Expenditure Report** A copy of the reporting form is enclosed. Please make additional copies for your use during the Grant Period. This report is to be submitted every six months of the Grant Period. Failure to submit a report by the stated deadline will result in our reporting the grant project as being in non-compliance with the grant reporting requirements to the Department's Bureau of Planning, Budget and Financial Services. Payment of grant funds will be suspended until the reporting requirements have been satisfied. **Report period ending dates are as follows:**

PERIOD:	FIRST	SECOND	THIRD	FOURTH & FINAL
BEGIN DATE	Date of Fully Executed GAA	1/1/06	7/1/06	1/1/07
END DATE	12/31/05	6/30/06	12/31/06	6/30/07
DUE DATE	1/31/06	7/31/06	1/31/07	7/31/07

Please note that all Agreements end on **June 30, 2007**. Projects that have encumbered grant funds are to continue submitting reports and interest payments on the schedule shown above until all of the funds are expended and the Final Report is submitted. Final Reports are to be submitted within 30 days of the final expenditure of grant funds.

5. **Interest Earned on Advanced Grant Funds** Grant funds that have been advanced to your organization must be deposited into a separate, dedicated interest bearing account. The interest earned on the advanced funds must be remitted to the Department of State quarterly. Please make checks or money orders remitting the interest earned payable to Florida Department of State. Interest payments are due within 30 days of the quarterly dates of September 30th, December 31st, March 31st and June 30th respectively.
6. **Schedule for payment of Grant Funds** Upon execution of the Grant Award Agreement and Restrictive Covenants, you may request the first "advance" payment. The next check will then be requested upon receipt and approval of the first, second, and third Progress and Expenditure Reports. The final payment will then be authorized upon submission of the final product and the Final Progress and Expenditure Report, or by providing documentation of the expenditure of grant funds and local cost share.

If you have any questions or if I can be of further assistance, please do not hesitate to contact me by telephone at (850) 245-6333, SunCom 205-6333, or toll free at 1-800-847-PAST, by fax at 850-245-6437, or by e-mail at amslade@dos.state.fl.us. Thank you for your time.

Sincerely,



Alissa M. Slade
Historic Preservation Grants Specialist
Bureau of Historic Preservation

Enclosures